

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MASSACHUSETTS

WESTERN DIVISION

In re:

Case No. 18-30817-EDK

Chapter 7

Felix Torres

Debtor/

**CHAPTER 7 TRUSTEE'S APPLICATION TO RETAIN BK GLOBAL REAL ESTATE SERVICES AND TEAMWORK REALTY GROUP, LLC AS REAL ESTATE BROKER**

Now comes Gary Weiner, Chapter 7 Trustee (the "Trustee") for the above referenced bankruptcy estate of Felix Torres (the "Debtor") by and through the undersigned counsel, hereby files this Application for entry of an order authorizing employment of (1) BK Global Real Estate Services ("BKRES") under the terms set forth in the agreement (the "BKRES Agreement") attached to BKRES' Affidavit of Disinterestedness at *Exhibit A* (the "BKRES Affidavit") and (2) Teamwork Realty Group, LLC. ("Listing Agent") under the terms of the agreement (the "Listing Agreement") attached to Listing Agent's Affidavit of Disinterestedness at *Exhibit B* (the "Listing Agent Affidavit"). In support thereof, the Trustee respectfully states as follows:

PRELIMINARY STATEMENT

Trustee requests approval to retain BKRES and local licensed Listing Agent (individually and collectively referred to as "Broker or Brokers"), at no cost to the estate, to negotiate with and persuade the first lienholder on certain real property in which the estate has no equity to (1) allow Trustee to sell such property at the highest price that the market will bear,

(2) waive the resulting deficiency claim and (3) pay an 11 U.S.C. § 506 surcharge to provide a carve out for the benefit of the estate and pay all other sale expenses, including a 6% brokerage commission that will be shared equally by BKRES and Listing Agent only upon the closing of a sale that is approved by this Court.

BKRES and its affiliates have proprietary technology and a national team of experienced loan servicing specialists, asset managers, negotiators, trustee relation managers, real estate brokers and agents, closing specialists and attorneys with extensive experience in procuring the consent of mortgage lenders and servicers to sell over-encumbered properties and provide significant cash recoveries to selling estates with no equity, through the Consented Sale™ process described herein.

The proposed agreements are attached and provide that BKRES and Listing Agent will not be entitled to any compensation from the estate whatsoever under any circumstances. They will only receive and share a customary brokerage commission that is paid by secured creditor as an 11 U.S.C. § 506 surcharge approved by this Court.

The Trustee (1) believes that hiring BKRES and Listing Agent to pursue a Consented Sale™ will likely result in secured creditor paying a carve out for the benefit of the estate with proceeds from the private sale of an asset in which the estate has no equity and (2) expects to obtain secured creditor's agreement to a Consented Sale™, and bring a separate motion seeking this Court's approval of the procedures, terms and conditions by which the over-encumbered property will be sold, within the coming months.

JURISDICTION

1. This Court has jurisdiction to consider this Application pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b) (2) (A), (M), (N), and (O).

2. Venue is proper before this Court pursuant to 28 U.S.C. §§1408 and 1409.

BACKGROUND

3. On September 19, 2018, the Debtor commenced this case by filing a voluntary petition for relief under Chapter 7 of the United States Bankruptcy Code.

4. Thereafter, on September 19, 2018, the Trustee was appointed as the Chapter 7 Trustee in this case.

5. The Trustee conducted the 11 U.S.C. § 341 meeting on November 13, 2018.

6. The Debtor Felix Torres is now the sole owner of real property located at **408 - 410 CAREW ST SPRINGFIELD, MA 01104** (the “Property”) as the Joint Tenant co-owner Noela E. Ocasio has passed away.

7. The Debtor Felix Torres has no equity in the Property. The Debtor’s schedules reflect that the Property is currently worth \$172,557.00, but upon information and belief is subject to a first mortgage lien (the “Senior Mortgage”) in favor of Ameriquist Mortgage Co., and serviced by Bayview Loan Servicing (the “Secured Creditor”) in an amount exceeding \$149,840.00 and a junior lien (the “Junior Lien”) in favor of Pioneer Valley Planning Commission in an amount exceeding \$20,545.00.

8. The Trustee, after reviewing certain materials, including (without limitation) the BK Score<sup>TM1</sup>, sales analysis report and opinion of value for the Property provided by BKRES and Listing Agent, has determined it to be in the best interest of the Debtor's estate and all creditors to negotiate to obtain Secured Creditor's agreement and consent ("Consent") to do the following, with the proviso that the hired professionals, BKRES and Local Agent, shall not participate in the sale and purchase of any estate property except as hired Brokers:

- a. sell the Property to whichever third-party Trustee determines to have made the best qualified offer during a public sale approved by the Court;
- b. buy the Property from the Debtor's estate if (and only if) no such offer is made<sup>2</sup>;
- c. release the Senior and Junior Mortgages and otherwise waive all of its claims against the estate with respect to the Property (including any deficiency claims resulting from the proposed sale); and
- d. If the Property is sold to a third party, agree to a 11 U.S.C. § 506 surcharge to pay all the expenses associated with the proposed sale, including the payment of a 6% real estate brokerage commission to BKRES and Listing Agent and reimbursement of their out-of-pocket expenses, and provide a carveout for the benefit of allowed unsecured creditors of the Debtor's estate;

---

<sup>1</sup> The BK Score<sup>TM</sup> is a 100-point rating that is generated by a proprietary algorithm from 10 unique property attributes in order to consistently measure sales confidence and predict market value.

<sup>2</sup> In the event that the Property is not sold to a third party, the Brokers will be paid in accordance with the non-third party sale terms of the BKRES Agreement and Listing Agreement.

- e. If Secured Creditor purchases property, agree to a 11 U.S.C. § 506 surcharge to pay all the expenses associated with the proposed sale, including the payment of a 2% real estate brokerage commission to BKRES, of which a \$500.00 fee will be paid to Listing Agent, and provide a carveout for the benefit of allowed unsecured creditors of the Debtor's estate.

9. The Trustee also has determined it to be in the best interest of the Debtor's estate and all creditors to request authorization to engage Brokers BKRES and Listing Agent to provide reasonable and necessary property preservation, maintenance, and upkeep services to the subject estate Property and to reimburse the Brokers in a maximum amount not to exceed \$500.00 for any approved reasonable, necessary out-of-pocket costs and expenses incurred by Brokers associated with property preservation, maintenance, and upkeep of the subject Property in connection with a potential sale, upon the availability of funds from the estate, without the need for further Order.

10. Trustee expects BKRES and Listing Agent to obtain Secured Creditor's full, final and unconditional Consent and the Trustee will then file a motion seeking an order approving the private sale of the Property (the "Motion to Approve Sale") within several months of the entry of the order sought by this Application.

11. By this Application, the Trustee requests authority pursuant to Sections 327, 328(a) and 330 of the Bankruptcy Code to (a) retain BKRES and Listing Agent to **provide the necessary professional assistance and representation required by the Trustee to fulfill the Trustee's duties pursuant to 11 U.S.C. § 704 in order to** procure Secured Creditor's Consent, (b) engage Brokers BKRES and Listing Agent to provide reasonable and necessary property preservation, maintenance, and upkeep services to the subject estate Property to

facilitate the sale of the Property for the benefit of the Secured Creditor(s) and bankruptcy estate, (c) reimburse Brokers in the maximum amount not to exceed \$500.00 for any approved, out-of-pocket costs incurred by Brokers associated with property preservation, maintenance, and upkeep of the subject Property in connection with a potential sale, upon the availability of funds from the estate, without the need for further Order, and (d) approve Secured Creditor's payment of the fees described herein and below directly to BKRES and Listing Agent at closing of the sale of the Property, if and when the Consent and Motion to Approve Sale are granted.

#### APPLICATION

12. Section 328(a) of the Bankruptcy Code provides, in relevant part, that a Trustee "with the court's approval, may employ or authorize the employment of a professional person under section 327...on any reasonable terms and conditions of employment, including on a retainer, on an hourly basis, on a fixed percentage or fee basis, or on a contingent fee basis." 11 U.S.C. § 328(a). Section 330 of the Bankruptcy Code permits the Court to "award to a trustee... or a professional person employed under section 327...(A) reasonable compensation for actual, necessary services rendered [by such party]... and (B) reimbursement for actual, necessary expenses." 11 U.S.C. § 330(a) (1).

13. As further described in the materials attached to their affidavits, BKRES<sup>3</sup> and Listing Agent have extensive experience obtaining the consent and agreement of mortgage lenders and servicers to the sale of their collateral and resolution of any resulting unsecured claims in order to produce a recovery for estates from over-encumbered assets in which the estate has no equity. An expedited sale of the estate Property securing an allowed secured claim in this case pursuant to 11 U.S.C. § 363 will enhance the bankruptcy relief sought by the Debtor,

---

<sup>3</sup> BKRES is the broker affiliate of BK Global (<http://www.bkginc.com/>).

provide a recovery of value for the bankruptcy estate that will result in a meaningful distribution to unsecured creditors, and provide direct equitable benefits to the Secured Creditor in the following ways:

- a. in exchange for an expedited free and clear sale and realization of the current fair market value of the Property by the Secured Creditor, the Debtor's estate will be released from the Senior and Junior Mortgages and any deficiency claims resulting from the sale;
- b. an expedited free and clear sale of the Property will provide a loss mitigation option that enables the Secured Creditor and Debtor to avoid the substantial expense of foreclosure proceedings and the damaging impact of foreclosure on the financial recovery of the Debtor and his ability to obtain future credit;
- c. an expedited free and clear sale of the Property will provide a negotiated cash payment as a meaningful recovery of value for the bankruptcy estate and the unsecured creditors;
- d. an expedited free and clear sale of the Property will eliminate the need for a foreclosure sale and enable the Secured Creditor(s) to limit their expenses to legal costs, property preservation costs, insurance, and taxes; and,
- e. the Secured Creditor's consent to the sale of the Property will enable the Trustee to use the forces of a free market to establish the true fair market value of the Property for the benefit of all interested and affected parties.

14. The Trustee believes that the highest and best value for the Property will be generated through a sale in which the Property is widely marketed to the public and offered at the highest price that the market will bear. The Trustee further believes that such a sale is in the best interest of the Debtor's estate but can only be achieved if Secured Creditor's Consent is first obtained. That is why the Trustee believes that retaining BKRES and Listing Agent to obtain Secured Creditor's Consent is in the best interests of the Debtor's estate.

15. In no event will the estate have any obligation to pay BKRES or Listing Agent for their services, or to pay for customary title and closing services. The terms of the BKRES Agreement and Listing Agreement and this Application provide that BKRES and Listing Agent are only entitled to payment if and when (a) Secured Creditor grants its Consent, (b) the Motion to Approve Sale is granted and (c) the Property is sold<sup>4</sup>.

16. BKRES and Listing Agent will not be entitled to any fees if Secured Creditor does not grant its Consent or the Court does not grant the Motion to Approve Sale.

17. The Trustee submits that the terms of employment and compensation as set out in the BKRES Agreement and Listing Agreement are reasonable in light of the extensive experience of BKRES and Listing Agent and the nature of the services they provide.

18. BKRES attested that it is a disinterested person within the meaning of Section 101(14) of the Bankruptcy Code and Federal Rules of Bankruptcy Procedure 2014 and 2016(a). Attached hereto as *Exhibit A* is an Affidavit of Disinterestedness of

---

<sup>4</sup> In the event that the Property is not sold to a third party, the Brokers will be paid in accordance with the non-third party sale terms of the BKRES Agreement and Listing Agreement.



BKRES. BKRES also attests, pursuant to Bankruptcy Rule 2016, that it shall not split or share its fee with any individual or entity other than Listing Agent, or a buyer's Agent, if applicable.

19. Listing Agent attested that it is a disinterested person within the meaning of Section 101(14) of the Bankruptcy Code and Federal Rules of Bankruptcy Procedure 2014 and 2016(a). Attached hereto as ***Exhibit B*** is an Affidavit of Disinterestedness of Listing Agent. Listing Agent also attests, pursuant to Bankruptcy Rule 2016, that it shall not split or share its fee with any individual or entity other than BKRES, or a buyer's Agent, if applicable.

CONCLUSION

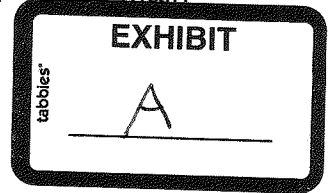
For the foregoing and all other necessary and proper purposes, the Trustee seeks the Court's authority to retain BKRES and Listing Agent in this case, and requests that the Court approve the compensation arrangements set forth in the BKRES Agreement and Listing Agreement and this Application pursuant to 11 U.S.C. §§ 327, 328(a) and 330.

Date: December 6, 2018

Respectfully submitted,  
Gary M. Weiner, Chapter 7 Trustee for  
The Estate of Felix Torres

By /s/ Gary M. Weiner  
Gary M. Weiner, Esq. BBO# 548341  
Weiner Law Firm, P.C.  
1441 Main St Suite 610  
Springfield, MA 01103  
[gweiner@weinerlegal.com](mailto:gweiner@weinerlegal.com)

UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF MASSACHUSETTS  
WESTERN DIVISION



In re

FELIX TORRES

Debtor

Chapter 7

Case No. 18-30817-EDK

**DECLARATION OF PATRICK BUTLER IN SUPPORT OF APPLICATION TO RETAIN  
BK GLOBAL REAL ESTATE SERVICES AND TEAMWORK REALTY GROUP, LLC TO  
PROCURE CONSENTED SALE PURSUANT TO 11 U.S.C. §§§ 327, 328, AND 330**

The Undersigned, Patrick Butler, ("Declarant") hereby states:


1. I am employed by BK Global Real Estate Services ("BKRES") which is an entity duly licenced as a real estate brokerage by the State of Florida and located at 1095 Broken Sound Parkway, NW., Suite 100, Boca Raton, FL 33487. I am Applicant's broker-in-charge and am authorized by Applicant to submit this Declaration on Applicant's behalf in support of the foregoing Application to Retain BKRES and in accordance with Bankruptcy Rule 2014.
2. Based upon the information discussed below, I believe that Applicant is a disinterested person and does not hold or represent any interest adverse to the interest of the Debtor's estate as that term is defined in Section 101(14) of the Bankruptcy Code.
3. To the best of my knowledge: (a) neither BKRES nor any of its employees have any connection with the Debtor, his creditors in the case, the Chapter 7 Trustee, the Office of the United States Trustee or any employees thereof or any party in interest herein;  
(b) BKRES and each of its employees are "disinterested persons" as that term is defined in Section 101(14) of the Bankruptcy Code; and (c) neither BKRES nor any of its employees hold or represent an interest adverse to the Debtor's estate.

4. A description of the qualifications of, and services provided by, BKRES is attached as Schedule 1.

5. That I have read the application of the Trustee regarding the retention and compensation of BKRES and agreed to be bound by the terms and conditions represented therein.

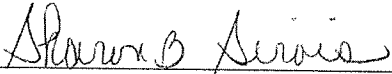
6. That I further understand that the Court, in its discretion, may alter the terms and conditions of employment and compensation, as it deems appropriate.

Verified under penalty of perjury that the foregoing is true and correct this 27 day of November, 2018.

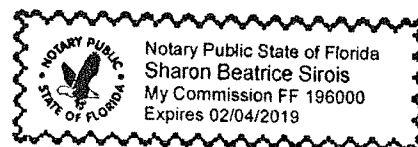
  
\_\_\_\_\_  
Patrick Butler  
Broker-in-Charge

The foregoing instrument was sworn to and subscribed before me this 27 day of November 2018, by Patrick Butler who provided identification or is personally known to me and who did take an oath.

NOTARY PUBLIC

  
\_\_\_\_\_  
Notary Public, State of Florida

My Commission Expires



### **SCHEDULE I**

BK Global Real Estate Services is a licensed real estate brokerage by the State of Florida, located at 1095 Broken Sound Parkway N.W., Suite 100, Boca Raton, Florida, 33487.

BK Global Real Estate Services has a strong background and extensive experience in dealing with the mortgage servicing industry and is considered an expert in assisting in the negotiations with secured creditors whose debt is in excess of the market value of the real property and in negotiating short sales.

BK Global Real Estate Services has been providing real estate services to Chapter 7 bankruptcy trustees since 2014.

BK Global Real Estate Services has developed a process to assist Chapter 7 trustees in the sale of over-encumbered real estate to obtain the consent of the secured creditor to allow the Chapter 7 trustee to sell the real property and to assist the Chapter 7 trustee in negotiating a carve out for the bankruptcy estate that will provide a meaningful distribution to the unsecured creditors..

BK Global Real Estate Services is to be retained by the Chapter 7 trustee pursuant to 11 U.S.C. § 327. The first step is for BK Global Real Estate Services to assist the Chapter 7 trustee in obtaining the consent of the secured creditor to allow the Chapter 7 trustee to sell the secured real estate. Those negotiations will include establishing a carve-out of the sale proceeds to the bankruptcy estate that will provide a meaningful distribution to unsecured creditors.

In addition, a carve out will be established to pay a real estate commission to BK Global Real Estate Services and a local real estate licensed broker. In addition, as part of the negotiations, the secured creditor will be required to waive the filing of any deficiency claim.

Once the Court has approved the retention of BK Global Real Estate Services and the local real estate licensed broker, then the real property will be listed for sale at an agreed listing price by the secured creditor.

A motion will be filed to approve the settlement and compromise reached between the Chapter 7 trustee and the secured creditor.

BK Global Real Estate Services has successfully assisted Chapter 7 trustees in 33 court districts in the consented program. BK Global Real Estate Services does this by achieving the highest sale prices for properties as opposed to the more common "discounted sale" often presented to secured creditors by less experienced service providers. The transaction is never consummated unless the carve-out percentage or fee is sufficient to provide a meaningful distribution to unsecured creditors. BK Global Real Estate Services has standards in the mortgage industry whereby all parties can have a mutually beneficial outcome to the sale. The sale of over-encumbered real estate in bankruptcy presents a superior outcome to all parties.

- Unsecured creditors achieve a meaningful distribution on many more bankruptcy cases than they do on 'no asset' cases;
- The Chapter 7 trustee is able to conduct these transactions in a very cost-effective manner substantiating the carve-out amounts generated in these sales; and
- Secured creditors achieve more favorable recovery than they would via foreclosure including minimized compliance risk.

Page 4-2 of the Handbook for Chapter 7 Trustee states that by virtue of 11 U.S.C. § 323(a) the trustee is a representative of the estate. Further, the handbook states, "The trustee is a fiduciary charged with protecting the interest of all estate beneficiaries – namely, all classes of creditors, including those holding secured, administrative, priority and non-priority unsecured claims, as well as the debtor's interest in exemptions and in any possible surplus property."

BK Global Real Estate Services is a licensed Real Estate Broker and acts in the capacity as a licensed agent/broker. As a member of the real estate professional association, BK Global Real Estate Services is permitted to work with local brokers and share fees for work conducted. Section 504(b) of the Bankruptcy Code permits the compensation BK Global Real Estate Services receives for work conducted on a case.

BK Global Real Estate Services has developed a nationwide network of licensed real estate brokers that are trained in the sale of over-encumbered real estate in bankruptcy. BK Global Real Estate Services co-lists the real estate with one of our local trained licensed brokers. The trustee hires both BK Global Real Estate Services and the local broker to perform the required services. The listing commission is split between BK Global Real Estate Services and the local broker.

For these fees, both BK Global Real Estate Services and the local broker share in the duties that are required to conduct a consented sale in bankruptcy.

BK Global Real Estate Services' services include, but are not limited to, the following:

- Researching the real estate, running title and lien searches to identify creditors for resolution and any title issues;
- Advising the trustee of any issues and discuss potential resolutions;
- Conducting the resolutions under the trustee's direction;
- Assisting the trustee in the collection of documents and information for employment;
- Making contact with the secured creditor(s);
- Notifying them of the upcoming sale and identifying servicer requirements;
- Assisting the trustee in establishing market value and negotiating with the servicer an acceptable sales price and establishing a carve-out;
- Development of online marketing, email campaign and full nationwide marketing services;
- Conducting on online sale;
- Use of the technology platform;

- Assist the trustee in the review of all offers and coordinate the final documentation of the offer accepted by the trustee;
- Managing contract requirements such as inspections, appraisals and HOA applications;
- Coordinating closings and assisting the trustee in the collection of required information for court filing; and
- Closing the transaction and ensure the estate has received the appropriate funds.

Local broker services include, but are not limited to:

- Inspecting the property and completing a broker's price opinion;
- Listing the property in the multiple listing service (MLS); and
- Posting a for sale sign in the yard and coordinating showings.

U.S. Bankruptcy Court Districts where BK Global Real Estate Services conducted Consented Sales:

- Eastern District of Arkansas
- Central District of California
- Eastern District of California
- Southern District of California
- District of Colorado
- District of Connecticut
- Middle District of Florida
- Southern District of Georgia
- District of Hawaii
- Northern District of Illinois
- Northern District of Indiana
- Southern District of Indiana
- Western District of Kentucky
- Eastern District of Louisiana
- Middle District of Louisiana
- Western District of Louisiana
- District of Massachusetts
- District of Maryland
- Eastern District of Michigan
- Eastern District of North Carolina
- District of New Jersey
- District of Nevada
- Eastern District of New York
- Northern District of Ohio
- Southern District of Ohio
- District of Oregon
- Eastern District of Pennsylvania

- Middle District of Pennsylvania
- Western District of Pennsylvania
- Northern District of Texas
- Western District of Texas
- Western District of Washington



## BK GLOBAL CO-LISTING AGREEMENT

BK Global Real Estate Services LLC ("BROKER") has the authority by Gary Weiner for the BK Estate of Felix Torres ("TRUSTEE") to Co-List the property with Teamwork Realty Group ("LOCAL LISTING BROKER") on the property described below:

408-410

Property Address: ~~408~~ CAREW ST SPRINGFIELD, MA 01104

**Co-Listing Fee:** The Local Listing Broker in exchange for assisting the Broker in the listing the related real property shall agree to a commission split as follows:

- 2% to Broker
- 2% to Local Listing Broker
- 2% to Buyers Broker

**Local Listing Broker Duties:** Local Listing Brokers duties will include but will not be limited to the following services;

- Inspecting the property and completing a broker's price opinion.
- Listing the property in the multiple listing service (MLS).
- Posting a for sale sign in the yard and coordinating showings.

### Additional Terms and Conditions:

- "2-2-2" is defined as a three-party commission model where the listing brokerage, the buyer brokerage and BK Global each earn 2% of the gross sale price (assuming a 6% gross commission) for properties that result in a consummated sale. Any commission reduction must be agreed upon by all parties and reduced equally.
- The transfer of title to a listed property pursuant to a deed in lieu of foreclosure or otherwise to a non-third-party purchaser such as a secured creditor does not constitute the consummation of a sale.

DATED this 26<sup>TH</sup> day of NOVEMBER, 2018

**Broker:**

**BK Global Real Estate Services LLC**

By:   
Signature

Patrick Butler  
Print Name

Corporate Broker  
Title

3349908  
License ID

**Local Listing Agent:**

**Arthur Richton**

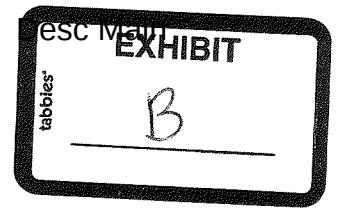
By:   
Signature

ARTHUR M. RICHTON  
Print Name

BLUER / OWNER  
Title

9015340  
License ID





UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MASSACHUSETTS

WESTERN DIVISION

In re:

Case No. 18-30817-EDK

Chapter 7

Felix Torres

Debtor/

**AFFIDAVIT OF ARTHUR RICHTON IN SUPPORT OF APPLICATION TO RETAIN  
BK GLOBAL REAL ESTATE SERVICES AND TEAMWORK REALTY GROUP, LLC  
TO PROCURE CONSENTED PRIVATE SALE PURSUANT TO 11 U.S.C. §§§ 327, 328  
AND 330**

STATE OF MASSACHUSETTS )

COUNTY OF HAMPDEN )

Arthur Richton, being duly sworn, says:

1. I am a real estate agent duly licensed by the State of Massachusetts.
2. I am an agent of TEAMWORK REALTY GROUP, LLC, a Massachusetts Corporation, with corporate offices located at 175 Dwight Road, Suite 204, Longmeadow, MA 01106 ("Listing Agent").
3. I am familiar with the Application to Retain TEAMWORK REALTY GROUP, LLC, filed by the Trustee ("Application") and the property described therein.
4. I believe that I am experienced and qualified to represent the Trustee in connection with the marketing and sale of the real property located at 408 - 410 Carew Street, Springfield, Massachusetts 01104 (the "Property").
5. TEAMWORK REALTY GROUP, LLC has agreed to accept employment pursuant to the terms and conditions set forth in the Application and the proposed commission structure. Based upon my experience and knowledge of the real estate market, I believe that the commission structure proposed to be paid to the Listing Agent does not exceed customary commissions in the applicable geographical area and is reasonable for the type of employment proposed.

6. Neither I nor any member of TEAMWORK REALTY GROUP, LLC hold or represent any interest adverse to the estate with respect to the matters for which we are to be employed and we are disinterested persons within the meaning of 11 U.S.C. § 101(14), as required by § 327(a).

7. To the best of my information and belief, neither I nor the other members of this firm have any connection with the Debtors, their creditors, or any other party in interest or their respective attorneys or accountants, the U. S. Trustee, or any person employed in the office of the U.S. Trustee, as required by Rule 2014 of the Federal Rules of Bankruptcy procedure except as set forth below.

8. I represent no interest adverse to the Debtors or its estate in the matters upon which I am to be engaged.

FURTHER AFFIANT SAYETH NAUGHT.



Arthur Richton of  
TEAMWORK REALTY GROUP,  
LLC

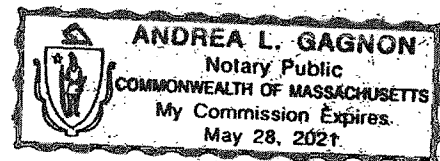
The foregoing instrument was sworn to and subscribed before me this 28th day of November, 2018.

NOTARY PUBLIC



Notary Public, State of  
Massachusetts

Type, Stamp, or Print Name as  
Commissioned



Case No. 18-30817-EDK

## CERTIFICATE OF SERVICE

I, Gary M. Weiner, Esq. do hereby certify that on the 6<sup>th</sup> day of December, 2018, a copy of the foregoing Chapter 7 Trustee's Application to Retain BK Global Real Estate Services and Teamwork Realty Group, LLC as Real Estate Broker was mailed via first class mail, postage pre-paid, or via electronic mail to the following:

Richard King, United States Trustee  
USTPRegion01.WO.ECF@USDOJ.GOV

Debtor

Felix Torres  
408 Carew Street  
Springfield, MA 01104

### Debtor's Counsel

Anthony P. Facchini, Esq.  
[Afacchini@facchinilawoffices.net](mailto:Afacchini@facchinilawoffices.net)

### Interested Parties

Richard T. Mulligan, Esq.  
Attorney for Metropolitan Life Insurance Company  
[mabk@harmonlaw.com](mailto:mabk@harmonlaw.com)

BK Global Real Estate Services  
1095 Broken Sound Parkway, N.W.  
Suite 100  
Boca Raton, FL 33487

Arthur Richton  
Teamwork Realty Group, LLC  
175 Dwight Road Suite 204  
Longmeadow, MA 01106

/s/ Gary M. Weiner, Esq.